

**Berkeley County
Cynthia B. Forte
Register of Deeds
Moncks Corner 294616120**

00084706 Vol: 6120 Pg: 144



53 2006 00084706

Instrument Number: 2006- 00084706**Recorded On:** November 13, 2006**As
Deed****Parties:** MONTGOMERY INDUSTRIES LPTo
CN CRAG BLACKHAWK LLC**Billable Pages:** 1**Recorded By:** CLAYPOOLE, J. STANLEY**Num Of Pages:** 6**Comment:****** Examined and Charged as Follows: ****

Deed 11.00

Recording Charge: 11.00

	Tax Amount	Consideration Amount	RS#/CS#		
Deed Tax	55,130.00	14,900,000.00	D 14033	Deed County Tax	16,390.00
				Deed State Tax	38,740.00
Tax Charge:	55,130.00				

RECEIVED

Nov 13, 2006

ASSESSOR
BERKELEY COUNTY SC
JANET B. JURSKO
AUDITOR BERKELEY COUNTY SC

**** THIS PAGE IS PART OF THE INSTRUMENT ****

I hereby certify that the within and foregoing was recorded in the Clerk's Office For: Berkeley County, SC

File Information:**Record and Return To:**

Document Number:	2006- 00084706	CLAYPOOLE, J. STANLEY
Receipt Number:	87246	2155 NORTH PARK LANE
Recorded Date/Time:	November 13, 2006 11:54:44A	N. CHARLESTON SC 29406
Book-Vol/Pg:	Bk-R VI-6120 Pg-144	
Cashier / Station:	R McMakin / Cash Super Station 5	



Cynthia B. Forte
Cynthia B Forte - Register of Deeds

J. Stanley Claypoole, PA
2155 Northpark Lane
North Charleston, S.C. 29406
06-1536 Blackhawk

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GRANTEES' ADDRESS:

Attn: Portfolio Manager
200 South Tryon Street, Suite 1200
Charlotte, NC 28202

STATE OF SOUTH CAROLINA)
COUNTY OF BERKELEY)

SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that **MONTGOMERY INDUSTRIES, LP**, a South Carolina limited partnership company ("Grantor"), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, to it paid by **CN CRAG BLACKHAWK, LLC**, a Delaware limited liability company ("Grantee"), the receipt of which is hereby acknowledged, subject to the conditions, matters, and/or reservations herein set forth, if any, has granted, bargained, sold, and released, and by these presents does hereby grant, bargain, sell, and release unto Grantee all its interest in and to all of the following described property:

All that piece, parcel or tract of land, situate, lying and being in the town of Hanahan, Berkeley County, South Carolina, comprised of that certain 18.172 acre tract and that certain 15.968 acre tract, as shown on a plat entitled "PLAT OF THE SUBDIVISION OF A 34.14 AC. TRACT, A PORTION OF TRIDENT INDUSTRIAL PARK", prepared by George A. Z. Johnson, Jr., dated May 11, 1977, revised July 5, 1977, February 8, 1985 AND April 29, 1985 and recorded in Plat Cabinet F, at Slide 94, Office of the Register of Deeds for Berkeley County, South Carolina. Said tract of land having such size, shape, dimensions, buttings and boundings as will by reference to said plat more fully and at large appear.

DERIVATION: See Deed of Berkeley County to Montgomery Industries, Inc. dated April 29, 1985 recorded April 30, 1985 in Book A-599 at Page 9, and was recorded in Book A-604 at Page 37 and Deed of Berkeley County to Montgomery Industries, Inc. dated March 2, 1989 recorded October 10, 1994 in Book 580 at Page 35, *and by deed into Montgomery Ind. LP simultaneously recorded herewith*
TMS #266-09-00015

Said property is being conveyed subject to all the liens, encumbrances, easements, and all matters of record.

TOGETHER WITH all and singular, the rights, members, hereditaments, and appurtenances to the said premises belonging or in anywise incident or appertaining.

5

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said Grantee, its successors and assigns forever.

AND Grantor does hereby bind itself, its successors and assigns, to warrant and forever defend all and singular the said premises unto the said Grantees, their successors and assigns, against itself and its successors and assigns, and against all persons claiming through or under the Grantor but not otherwise.

WITNESS Grantor's hand and seal this 3rd day of November, 2006

GRANTOR:

Signed, Sealed and Delivered in
the presence of:

Chris Lominoe
Witness

Kristen D. McCle
Witness

MONTGOMERY INDUSTRIES, L.P.
a South Carolina limited partnership

BY: MONTGOMERY INDUSTRIES, INC.
a South Carolina corporation
its General Partner

By: *[Signature]*
Its: Executive Vice President

By: *[Signature]*
Title: Secretary

STATE OF SOUTH CAROLINA)
)
COUNTY OF SPARTANBURG)

ACKNOWLEDGMENT

I *Patricia J. Tate*, a Notary Public for the state and county aforesaid, do hereby certify that Warwick Spencer, as the Executive Vice President of Montgomery Industries, Inc., a South Carolina corporation, as General Partner of Montgomery, Industries, L.P., a South Carolina limited partnership, acting on behalf of said limited partnership, in its capacity as General Partner (the "Grantor"), personally appeared before me this day and acknowledged before me the due execution of the foregoing instrument as the act and deed of the corporation for the purposes stated in the instrument and he is personally known to me.

Witness my hand and official seal
this 3rd day of November, 2006

Notary Public for *South Carolina*
My Commission Expires: *2-6-2012*

Patricia J. Tate

[SEAL]

STATE OF SOUTH CAROLINA)
)
 COUNTY OF BERKELEY)

AFFIDAVIT

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.
2. The property being transferred is located at 5801 N. Rhet Ave., Hanahan bearing Berkeley County Tax Map Number 266-09-00015 and was transferred by Montgomery Industries, L.P., a South Carolina limited partnership to CN CRAG Blackhawk, LLC, a Delaware limited liability company on ~~October 3, 2006~~ November 3, 2006.
3. Check one of the following: The deed is
 - (a) X subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - (c) exempt from the deed recording fee because (See Information Section of Affidavit)
(If exempt, please skip Items 4 -7 and go to Item 8 of this Affidavit)
4. Check one of the following if either Item 3(a) or Item 3(b) above has been checked (See Information Section of this Affidavit):
 - (a) X The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$14,900,000.
 - (b) The fee is computed on the fair market value of the realty which is:
\$.
 - (c) The fee is computed on the fair market value of the realty as established for property tax purposes which is \$.
5. Check Yes or No X to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes" the amount of the outstanding balance of this lien or encumbrance is: \$.
6. The deed recording fee is computed as follows:

(a) Place the amount listed in Item 4 above here:	<u>\$14,900,000</u>
(b) Place the amount listed in Item 5 above here: (If no amount is listed, place zero here.)	<u>\$0.00</u>
(c) Subtract Line 6(b) from Line 6(a) and place result here:	<u>\$14,900,000</u>
7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is \$.
8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as:
Seller
9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.



Responsible Person Connected with the Transaction

WARWICK SPENCER

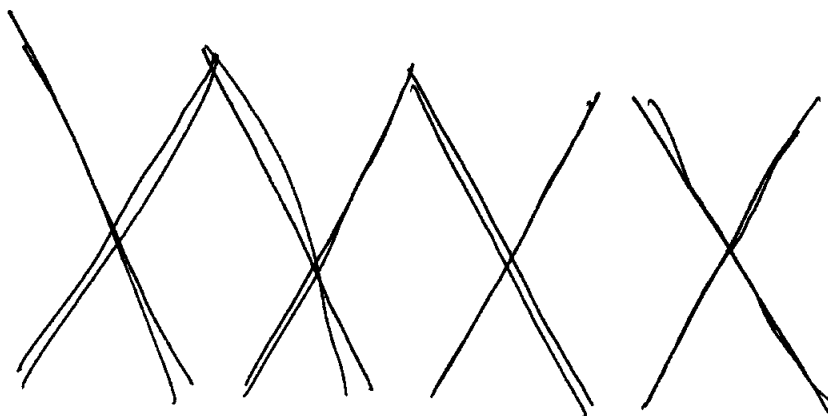
Print or Type Name Here

SWORN to before me this 2nd day
 of November, 2006.



Notary Public for South Carolina

My commission expires: 2/6/2012



INFORMATION

Except as provided in this paragraph, the term "value" means "the consideration paid or to be paid in money or money's worth for the realty". Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt; the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. The case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, "value" means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

Exempted from the fee are deeds:

- (1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than \$100.00;
- (2) transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts;
- (3) that are otherwise exempted under the laws and Constitution of this State or of the United States;
- (4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;
- (6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;
- (7) that constitute a contract for the sale of timber to be cut;
- (8) transferring realty to a corporation, a partnership, or a trust in order to become, or as, a stockholder, partner, or trust beneficiary of the entity provided no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in such stock or interest held by the grantor. However, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee even if the realty is transferred to another corporation, a partnership, or trust;
- (9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A "family partnership" is a partnership whose partners are all members of the same family. A "family trust" is a trust in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. "Family" means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any of the above. A "charitable entity" means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;
- (11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership;
- (12) that constitute a corrective deed or a quitclaim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quitclaim deed.
- (13) foreclosure (mortgagor to mortgagee);
- (14) transferring realty from an agent to the agent's principal in which the realty was purchased with funds of the principal, provided that a notarized document is also filed with the deed that establishes the fact that the agent and principal relationship existed at the time of the original purchase as well as for the purpose of purchasing the realty.

#206916 v1 - Deed Affidavit